1

DECLARATION

I, PASCAL DE ROUGEMONT, Swiss citizen, of 8, chemin d'Archamps, 1257 Croix-de-Rozon, Switzerland, do solemnly and sincerely declare as follows:

- I am the Group Counsel of Givaudan S.A., a Swiss company, of 5, Chemin de la Parfumerie, CH-1214 Vernier, Switzerland ("Givaudan").
- 2. In this capacity, I am responsible for all legal matters pertaining to Givaudan, including intellectual property matters.
- 3. Givaudan is a holding company, and has a number of wholly-owned subsidiary companies, one of which is Givaudan Schweiz AG, located at Ueberlandstrasse 138, CH-8600 Duebendorf ("Givaudan Schweiz").
- 4. One of the functions of Givaudan Schweiz is to synthesise new raw materials for the fragrance industry. In this regard, a number of new patent applications are filed each year.
- One such application, covering certain novel fragrance materials, was the subject of an application for Letters Patent in the United Kingdom. It was filed on July 20, 2002 and received the number GB 0216940.7. It was subsequently used as the basis for an International Application under the Patents Cooperation Treaty, which International Application received the International Application Number PCT/CH 2003/000466.
- 6. The inventors were Mr. Riccardo Cadalbert and Dr. Philip Kraft, both of whom were employed by Givaudan Schweiz at its Duebendorf premises in the field of fragrance research. Dr. Kraft is a laboratory head, responsible for particular projects and Mr. Cadalbert worked for some time in Dr. Kraft's group as Laboratory Assistant and (as of January 1, 2000) Senior Laboratory Assistant. It is expected that the work of Dr. Kraft and his co-workers will result in patentable inventions, and therefore that any member of the group could make an inventive contribution and be named as an inventor.
- 7. Under Swiss law, the duties of an employee with regard to inventions made in the course of his or her employment are defined in the Swiss Federal *Obligationenrecht* (Code of Obligations), in particular, Article 332.1. A copy of this article and an English language translation thereof are attached hereto as **Exhibits A and B** respectively.
- 8. As is the Givaudan practice, both inventors signed a General Assignment to Givaudan S.A., a copy of which is attached hereto as **Exhibit** C.
- 9. Mr. Cadalbert left the employ of Givaudan on May 31, 2004, prior to the entry of PCT/CH 2003/000446 into the United States National Phase.
- When the National Phase was to be entered with respect to the United States, copies of the relevant United States documents were sent to Mr. Cadalbert for his signature. His response was given in a letter of December 10, 2004 to Mrs. Brigitte Lieb, Administrator of the Givaudan Global Patents Group at Duebendorf. A copy of this letter is attached as Exhibit D. In it, Mr. Cadalbert states that the invention is a "Gelegenheitserfindung", that

is, an invention to which the employer does not have an automatic right, but that he was prepared to assign his rights in the invention for the sum of 5000 Swiss Francs, to be paid by December 15, 2004.

- 11. A response was sent by the Global Patents Group to Mr. Cadalbert on December 16, 2004, pointing out that he had signed the General Assignment and therefore had an obligation to assign. A copy of this letter is appended as Exhibit E.
- In response to this letter, a letter, addressed to Ms. Claudia Sievert of the Global Patents Group and dated January 7, 2005, was received from Naegeli & Streichenberg, a firm of lawyers in Zuerich. A copy of this letter is appended as Exhibit F.
- 13. In it, the lawyer, a Mr. Yves Endrass, supports Mr. Cadalbert's case, asserting that Mr. Cadalbert had not received "good and valuable consideration" for his invention and requesting payment. As Mr. Cadalbert's December 15, 2004 deadline had not been met, a sum of 12,500 Swiss Francs was now necessary.
- 14. In my capacity as Head of the Givaudan Legal Department, I replied to the letter of Mr. Endrass in a letter dated January 11, 2005. A copy of this letter is attached as Exhibit G.
- 15. In this letter, I pointed out Mr. Cadalbert's duty to sign and that the "good and valuable consideration" is part of the salary of an employee, and that no additional payment need be made under Swiss law. In addition, I pointed out that Mr. Cadalbert had accepted these conditions by signing the General Assignment (Exhibit C).
- 16. Mr. Endrass replied in a letter dated January 26, 2005. A copy of this letter is appended as Exhibit H.
- 17. In this letter, Mr. Endrass maintained that the invention is one in respect of which compensation for Mr. Cadalbert was due.
- 18. In a letter dated January 27, 2005, a copy of which is appended as **Exhibit I**, I pointed out that the case of Mr. Cadalbert was without merit and again invited him to sign.
- 19. In a letter dated February 9, 2005, Mr. Endrass wrote that Mr. Cadalbert had withdrawn his consent from the General Assignment. A copy of this letter is appended as Exhibit J.
- In a further letter dated March 1, 2005, Mr. Roberto Garavagno and Ms Rita Zellweger, two lawyers working in my department, wrote to Mr. Endrass. A copy of this letter is appended as Exhibit K. Mr. Cadalbert's duty to sign was again pointed out and there were supplied with the letter further copies of the General Assignment and the United States Combined Oath, Declaration and Power of Attorney, with specification and claims attached. The Combined Oath, Declaration and Power of Attorney had already been signed by co-inventor Dr. Kraft. It was requested that Mr. Endrass have Mr. Cadalbert sign.
- 21. In response, Mr. Garavagno received a letter dated March 16, 2005 from Mr. Endrass. A copy of this letter is attached as Exhibit L. Not only did Mr. Endrass not return the US

3

documents referred to hereinabove, duly signed, but he also stated that Givaudan did not have the right to the invention and that *inter alia* he would take action against Givaudan before the US authorities to win the rights of the invention for Mr. Cadalbert.

As a result of Mr. Cadalbert's refusal to comply with his obligations and execute the documents necessary for the grant of Letters Patent in the United States of America, I have therefore signed the Combined Oath, Declaration and Power of Attorney.

I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment in the USA, or both, under Title 18 of the United States Code, Section 1001 an that any willful false statements may jeopardize the validity of the application in the USA, or any United States patent(s) issued therefrom.

Signed at Vernier, Switzerland, this 16th day of January, 2006.

Pascal de Rougemont

EXHIBIT A

DU CONTRAT DE TRAVAIL

332-332*a*

243

1 Les inventions que le travailleur a faites et les designs qu'il a créés, ou à l'élaboration desquels il a pris part, dans l'exercice de son activité au service de l'employeur et conformément à ses obligations contractuelles, appartiennent à l'employeur, qu'ils puissent être protégés ou non.

2 Par accord écrit. l'employeur peut se réserver un droit sur les inventions que le travailleur à faites et sur les designs qu'il a créés dans l'exercice de son activité au service de l'employeur, mais en dehors de l'accomplissement de ses

obligations contractuelles.

Le travailleur qui a fait une invention ou créé un design visé à l'al. 2 en informe par écrit l'employeur; celui-ci lui fait savoir par écrit dans les six mois s'il entend acquérir

ou lui laisser l'invention ou le design.

4 Si l'invention ou le design n'est pas laissé au travailleur. l'employeur lui verse une rétribution spéciale équitable, compte tenu de toutes les circonstances, notamment de la valeur économique de l'invention ou du design, de la collaboration de l'employeur et de ses auxiliaires, de l'usage qui a été fait de ses installations, ainsi que des dépenses du travailleur et de sa situation dans l'entreprise.

Art. 332 a

E. Droit sar des inventions et des designs

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10th Title - Employment Contract

Art. 332

- Inventions the employee has made and designs he has created, or in the elaboration in which he has participated, while performing his employment activity and contractual duties, belong to the employer regardless of whether or not they may be protected.
- ² By written agreement, the employer may reserve his right to inventions which the employee has made and to designs he has created while performing his employment activity but outside the performance of his contractual duties.
- The employee who makes an invention or creates a design in accordance with paragraph 2 shall inform the employer thereof in writing; the latter shall inform the employee in writing within six months whether he wants to acquire the invention or the design or release it to the employee.
- If the invention or the design is not released to the employee, the employer shall pay him an appropriate special compensation which shall be determined by taking into account all circumstances, such as the business value of the invention or the design, the contribution of the employer and his auxiliary persons, the utilization of the employer's installations, as well as the employee's expenditures and his position in the enterprise.

E Rights to inventions and designs EXHIBIT C

Assignment

I/WE, the undersigned

Philip Kraft Kirchbachstrasse 4 8600 Dübendorf Switzerland Riccardo Cadalbert Idastrasse 115 8003 Zürich Switzerland

ASSIGNOR(S), herewith declare that I am/we are the sole/joint inventor(s) of the invention entitled:

Improvements in or relating to organic compounds

for which the first application(s) was (were) filed as follows:

Country/countries
Filing date(s)

: United Kingdom : 20-Jul-2002

Filing number(s)

: 0216940.7

and that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE have sold, assigned and transferred all rights and title to and from the said invention and from the said application(s) in all countries of the world to the ASSIGNEE:

Givaudan SA CH-1214 Vernier, Geneva (Switzerland)

The present assignment is for, but is not limited to the following countries:

Argentina, Australia, Austria, Belgium, Brazil, Canada, Chile, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Iarael, Italy, Japan, Kazakhstan, Korea, Luxembourg, Mexico, Monaco, Netherlands, New Zealand, Norway, Pakistan, People's Republic of China, Philippines, Poland, Portugal, Russia, Saudi Arabia, South Africa, Spain, Sweden, Switzerland, Taiwan, Turkey, United Kingdom of Great Britain and Northern Ireland, Ukraine, Uruguay, U.S.A., Venezuela.

By virtue of this assignment the said ASSIGNRE is fully entitled to apply for and obtain in their own name or in any other name and for their own purposes and account LETTERS PATENT in the whole world, especially in the abovenamed countries, and to claim therefor the right of priority of the first filed application(s) in the above-named country (countries) in accordance with integrational conventions.

Signed at Pl. D	ff, Switzerlar	R. ladalburt
Signed at	, this	Riccardo Cadalbert
Signed at	, this	day of
Witnessed by: John M. Shumons (author)	sed signatory)	Claudia Sievert (authorised signatory)

RICCARDO CADALBERT AUSTRASSE 4 8045 ZÜRICH

EXHIBIT D

Givaudan Schweiz AG Global Patents z.Hd.v. Frau Brigitte Lieb Ueberlandstrasse 138 8600 Dübendorf

11:22

EINGANG

Zürich, 10. Dezember 2004

ihre Schreiben vom 12. und 16. November 2004

Sehr geehrte Frau Lieb

Ich komme auf Ihre Schreiben vom 12. und 16. November 2004 zurück. Die Abtretungserklärungen zuhanden der Givaudan SA für die Patentanmeldungen in Mexiko und den USA liegen mir vor.

Bevor ich die Abtretungserklärung unterzeichne, möchte ich die finanziellen Aspekte geregelt wissen. Wie Ihnen bekannt ist, betrifft die abzutretende Fragrance Composition eine Gelegenheitserfindung, welche vom Arbeitgeber zu marktkonformen Bedingungen zu entschädigen ist. Gerne erwarte ich Ihr entsprechendes Angebot.

Obwohl die marktübliche Entschädigung gemessen an der wirtschaftlichen Bedeutung der Erfindung deutlich höher zu bemessen wäre, bin ich unpräjudiziell und im Sinne eines pragmatischen Entgegenkommens gewillt, Ihnen meine Rechte an der Erfindung für CHF 5'000 abzutreten.

Dieses Angebot ist befristet bis am 15. Dezember 2004.

Mit freundlichen Grüssen

Ladalleul

Riccardo Cadalbert

EXHIBIT E



Herrn R. Cadalbert Austrasse 4 8045 Zürich

Our Ref.: 30060 US & MX

Your Ref.:

Dübendorf, 16. December 2004

Re: Assignment Documents / Power of Attorney

Dear Mr. Cadalbert

Thank you very much for your letter dated 10. December 2004.

We would like to draw your attention to the attached copy of the general Assignment (GB application no. 0216940.7) which was duly signed by you on 17. September 2002. Accordingly all rights had been already transferred to Givaudan SA. Because of formality reasons, an individual Assignment has to be signed.

For the reasons given above we kindly ask you to sign (date and signature) the attached documents and send them back to us within the next few days.

Sincerely your

Tony McStea

Enclosure:

US and MX Assignment

US declaration & Power of attorney



NAEGELI & STREICHENBERG RECHTSANWÄLTE

EXHIBIT F

Givaudan Schweiz AG z.Hd.v. Frau Claudia Sievert Ueberlandstrasse 138 8600 Dübendorf

EINGANG

10. Jan. 2003

Martin Streichenberg, Dr. iur. Stefan D. Naegeli, lic. iur., M.C.J. Werner Kupper, Dr. iur. Andreas Laki, Ilc. lur. Georg R. Lehner, Dr. lur., LL.M. Alexander Rabian, lic. iur. Daniel Staffelbach, Fürsprecher Christoph Wildhaber, Dr. Iur. Rolf Herter, lic. iur., M.C.J. Christoph WIIII, Dr. iur., LL.M. Christoph Rahr, lic. iur. Christoph Steiner, Dr. tur., LL.M. Elpida Tsecouras Fisch ha Philippe G. Wenker, lic. iur., LL.M. Markus Barnert "

P.13/22

Kurt Naegeli, Dr. iur. " Markus Ruffner, PD Dr. iur. Dr. oec. ""

Kontulent
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Zürich, 7. Januar 2005 YEN/x0537627.doc

Riccardo Cadalbert / Givaudan Schweiz AG

Sehr geehrte Frau Sievert

Herr Riccardo Cadalbert hat unsere Kanzlei mit der Wahrung seiner rechtlichen Interessen beauftragt.

Im Hinblick auf eine nicht auszuschliessende gerichtliche Auseinandersetzung werde ich mit Ihnen in der Amts- und Gerichtssprache des Kantons Zürich korrespondieren.

Bezugnehmend auf Ihr Schreiben vom 16. Dezember 2004 halte ich fest was folgt:

- 1. In seinem Schreiben vom 10. Dezember 2004 hat Ihnen unser Klient ein Angebot zu einer gütlichen Einigung unterbreitet. Dieses Angebot war befristet bis am 15. Dezember 2004. Sie haben dieses Angebot nicht angenommen, so dass unser Klient heute nicht mehr daran gebunden ist.
- 2. Aus der Abtretungserklärung vom 17. September 2002 ist zu entnehmen, dass unser Klient eine angemessene und faire Entschädigung für die Abtretung der Erfindung erhalten haben soil ("for good and valuable consideration").
- 3. Damit ist erstellt, dass die Erfindung entschädigungspflichtig ist, was von Ihnen zutreffend auch nicht bestritten wird.

Im Anwaltsregister des Kantons Zürich eingetragen.

Stockerstrasse 38 CH-8002 Zürich Telefon +41 1 208 25 25 Telefax +41 1 208 25 26 yves.endrass@nastra.ch

11:23

- 4. Eine "angemessene und faire Entschädigung" hat unser Klient nicht erhalten.
- 5. Unser Klient macht deshalb nur das Ihm von Ihnen vertraglich bereits zugesicherte Recht auf angemessene Entschädigung geltend. Angesichts der Schwierigkeiten in der Bezifferung der Angemessenheit und im Hinblick auf eine heute noch mögliche, einvernehmliche Regelung ist unser Klient unpräjudiziell bereit, für einen Pauschalbetrag von CHF 12'500 die Rechte an der Fragrance Composition gemäss Patentanmeldung (GB 0216940.7) abzutreten.
- 6. Mit diesem Pauschalbetrag werden nebst der unserem Klienten zustehenden angemessenen Entschädigung auch die bisher durch Sie unnötigerweise verursachten Anwaltskosten abgegolten.
- 7. Dieses Angebot ist befristet bis am 20. Januar 2005 und durch Überweisung des Pauschalbetrages von CHF 12'500 auf unser Klientenkonto bei der UBS (UBS AG, 8098 Zürich: Kt. Nr. 230-403129.01C, Naegeli & Streichenberg Rechtsanwälte) zu begleichen (Datum des Zahlungseinganges).
- 8. Sollte die Zahlung bis zu diesem Datum nicht auf unser Klientenkonto überwiesen worden sein, wird unser Klient vom Abtretungsvertrag nach den Bestimmungen von Art. 107 ff. OR zurücktreten.
- 9. Im Falle eines Rücktritts behält sich unser Klient die Geltendmachung von Schadenersatz ausdrücklich vor.

Mit freundlichen Grüssen

∰es Endrass

EXHIBIT G

Givaudan[©]

EINGARIC

Naegeli & Streichenberg 7 k 320 min.
Rechtsanwälte
Stockerstrasse 38

CH - 8002 Zurich
Attention Mr Yves Endrass

Vernier, 11 January 2005 PdR/rmj6044

Dear Mr Endrass,

This is in reference to your letter of 7 January 2005 to Ms Claudia Sievert of our patent department at Givaudan Schweiz AG in Duebendorf.

The rights in and to the invention entitled "improvements in or relating to organic compounds", described in UK patent application no 0216940.7 and including the right to file applications based thereon in foreign countries, belong to Givaudan SA by virtue of art. 332.1 of the Code of Obligations.

Under art. 332.1, the compensation is part of the salary and there is no specific consideration due for a particular invention. In addition, your client has expressly acknowledged receipt of the compensation by signing the form of assignment dated 17 September 2002.

It also follows from art. 332.1 that the employee has an obligation to provide the signatures that may be required to establish the rights of the employer (or former employer) in the invention.

That being the case, we consider the request of your client Mr Cadalbert for payment of an additional compensation as totally unjustified. We therefore request that you please inform Mr. Cadalbert of his duties under Swiss law and have him promptly execute and return to Ms. Sievert the assignments for the United States and Mexico.

We reserve all our rights in case your client should fail to return the executed assignments by Wednesday 19 January 2005.

Yours sincerely

Givaudan SA

P. de Rougemont R. Zellweger

bec: C. Sievert -

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GIVAUDAN SA VERNINR LEGAL

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NAEGELI & STREICHENBERG RECHTSANWÄLTE

EXHIBIT H

SERVICE JURIDIQUE

Einschreiben
Givaudan SA
z.Hd.v. Herrn P, de Rougement
z.Hd.v. Herrn R. Zellweger
5 chemin de la Parfumerie
1214 Vernier Suisse

Martin Streichenberg, Dr. lur.
Stefan D. Naegell, lic, iur., M.C.J,
Warner Kupper. Dr. lur.
Andreas Laki, lic iur.
Georg R. Lehner, Dr. fur., LL.M.
Alexander Rabian, lic. lur.
Daniel Staffelbach, Fürsprecher
Christoph Wildhaber, Dr. lur.
Rolf Herter, Ilc. iur., M.C.J.
Christoph Will, Dr. iur., LL.M.
Christoph Rohr. lic. lur.
Christoph Steiner, Dr. iur., LL.M.
Philippe G. Wenker, Ilc. lur., LL.M.
Markus Bamert

Kurt Nangell, Dr. iur. " Elpida Tsecouras Fisch """ Markus Ruffner, PD Dr. iur. Dr. occ. ""

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Zürich, 26. Januar 2005 YEN/60540935.doc

Cadalbert: Fragrance Composition

Sehr geehrte Herren

Ihr komme auf ihr Schreiben vom 11. Januar 2005 zurück und nehme dazu wie folgt Stellung.

Der von unserem Klienten erfundene Duftstoff, so wie in der Patentanmeldung GB 0216940.7 definiert, ist eine entschädigungspflichtige Gelegenheitserfindung

Diese Auffassung wird durch die Abtretungserklärung vom 17. September 2002 bestätigt, wo ausdrücklich festgehalten wird, dass die Abtretung der Erfindung entschädigungspflichtig ist.

Unser Klient hat die ihm versprochene, angemessene Entachädigung nicht erhalten.

Mit Schreiben vom 7. Januar 2005 haben wir Sie in Verzug gesetzt.

Die mit Schreiben vom 7. Januar 2005 angesetzte Zahlungsfrist ist am 20. Januar 2005 ungenutzt verstrichen.

Namens und im Auftrag von Herm Riccardo Cadalbert setzten wir Ihnen deshalb eine Nachfrist zur Bezahlung der verlangten Pauschalabgeltung in der Höhe von CHF 12'500.- bis spätestens am 10. Februar 2005 auf unser Klientenkonto bei der UBS (UBS AG, 8098 Zürich; Kt. Nr. 230-403129.01C).

im Anwaltsregister des Kantons Zürich eingetragen.

Stockerstrasse 3B CH-8002 Zürich Telefon +47 1 20B 25 25 Telefax +41 1 20B 25 26 yves.endrass@nastra.ch 17-01-2006 11:24

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g-01-2005 11:09

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N&S

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Sollten Sie auch diese letzte Frist ungenutzt verstreichen lassen, behält sich unser Klient vor, ohne weitere Mahnung von der Abtretungserklärung zurücktreten.

Um die Durchsetzung seiner Entschädigungsansprüche sicherzustellen, behält sich unser Kilent ausdrücklich vor, für den Fall eines Rücktrittes beim Europäischen Patentamt die Sistlerung des Anmeldeverfahren zu beantragen, bis über die Inhaberschaft an der Erfindung rechtskräftig entschieden ist (Regel 13 der Ausführungsverordnung zum Übereinkommen über die Erteilung europäischer Patente vom 1. Oktober 1996).

Entsprechendes Vorgehen behält sich unser Klient auch in Bezug auf das britische und USamerikanische Patentamt vor.

Mit freundlichen Grüssen

Yves Endrase

17-01-2006 11:24

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28-41-2005 11:08

GIUALDAN SA VERNINR LEGAL +41 22 780 91 96 +41 22 780 91 96 P.02/04

EXHIBIT I



Naegeli & Streichenberg Rechtsanwälte Stockerstrasse 38 CH – 8002 Zurich Attention Mr Yves Endrass

Vernier, 27 January 2005 PdR/rmj6059

Dear Mr Endrass,

We acknowledge receipt of your letter of 26 January 2005.

We can only confirm the terms of our letter of 11 January 2005. The claim of your client is obviously without any merit.

We invite again Mr Cadalbert to return the executed assignments for the United States and Mexico.

Yours sincerely.

Givaudan SA

7 LL Try ymrud
P. de Rougemont

R. Garavarino

17-03-2005 15:28

GIVAUDAN SA VERNIAR LEGAL

NAEGELI & STRL._.+41.22.780.91.26 HTSANWÄLTE

EXHIBIT J

Einschreiben
Givaudan SA
Legal Affairs
z.Hd.v. Herrn P. de Rougement
z.Hd.v. Herrn R. Garavagno
5 chemin de la Parfumerie
CHF-1214 Vernier

Zürich, 9. Februar 2005 YEN/x0544885.doc

Rücktritt vom Vertrag

Sehr geehrte Herren

Nach unbenütztem Ablauf der Ihnen mit Schreiben vom 26. Januar 2005 gesetzten Nachfrist hat sich Herrn Riccardo Cadalbert entschlossen, von der Abtretungserklärung vom 17. September 2002 zurückzutreten. Mit dieser Erklärung fallen alle Rechte an der Erfindung mit sofortiger Wirkung an Herrn Cadalbert zurück.

Zwecks geordneter Abwicklung des vorllegenden Rücktritts, werden wir bei Gelegenheit wieder auf Sie zukommen.

Mit freundlichen Grüssen

Yves Andrass

+41 22 780 91 96 P.04/04

Martin Streichenberg, Dr. Iur.
Stefan D. Naegell, Ilc. Iur., M.C.J.
Warner Kupper, Dr. iur.
Andreas Laki, Ilc. iur.
Georg R. Lehner, Dr. Iur., LL.M.
Alexander Rablan, Ilc. iur.
Daniel Staffelbach, Fürsprocher
Christoph Wildhaber, Dr. iur.
Rolf Herter, Ilc. Iur., M.C.J.
Christoph Will, Dr. iur., LL.M.
Christoph Steiner, Dr. iur., LL.M.
Christoph Steiner, Dr. iur., LL.M.
Markus Barnert

Kurt Naegell, Dr. iur. " Elpida Tsocouras fisch """ Markus Ruffner, PD Dr. iur. Dr. 04£. ""

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· Im Anwaltsregister des Kantons Zürich eingetragen.

Stockerstrause 38
CH-88002 Zörich
Telefon +41 1 208 25 25
Telefax +41 1 208 25 26
TOTAL PAGE(S) Ø4

EXHIBIT K

Givaudan^o

LSI
Naegeli & Streichenberg
Rechtsanwälte
Stockerstrasse 38
CH – 8002 Zurich
Attention Mr Yves Endrass

Vernier, 1 March 2005

PdR/rmj6088

Your Ref.: YEN/b0540936.doc

Assignment in the USA to Givaudan SA By Riccardo Cadalbert

Dear Mr Endrass.

We refer to your letter of 26 January 2005.

We again inform you that, under Swiss law, your client cannot refuse to sign the assignment for the USA, not only because of the Swiss Code of Obligations, but also because he signed a General Assignment relating to this invention, a copy of which is enclosed. This obligation does not cease with the termination of the employment of your client with Givaudan.

We are therefore enclosing a US Combined Oath, Declaration and Power of Attorney in respect of this application, with a copy of the description and claims attached. We ask you, please, to have your client sign and date this document in permanent blue ink at the spaces marked with pencil crosses on p. 3 of the Declaration. The date should be written in the US fashion, month first. Coinventor Dr. Kraft has already completed his part in the appropriate manner. When completed, please return it to us as soon as possible.

Yours faithfully.

Givaudan SA

2 700 mgs

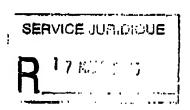
Enclosures mentioned

Givaudan 6A Legal Affairs 5 chemin de la Parfumerie CH-1214 Vernier Suisse Tél. +4122 780 96 19 Fax +4122 780 91 96 pascal.de_rougemont@givaudan.com www.givaudan.com 43-10-2005 13:10

GIVAUDAN SA VERNIAR LEGAL

+41 22 780 91 96 P.02/04

EXHIBIT L



Einschreiben

Givaudan SA z.Hd.v. Herrn Garavagno z.Hd.v. Herrn Zellweger 5 chemin de la Parfumerie 1214 Vernier Martin Streichenberg, Dr. lur.
Stefan O, Naegell, lic. iur., M.C.).
Werner Kupper, Dr. iur.
Androas Laki, fic. iur.
Goorg R. Lehner. Dr. iur., LL.M.
Alexander Rabian, lic. iur.
Daniel Staffelbach, Fürsprocher
Christoph Wildhaber, Dr. iur.
Rolf Herter, lic. iur., M.C.J.
Christoph Willi, Dr. lur., LL.M.
Christoph Willi, Dr. lur., LL.M.
Christoph Steiner, Dr. iur., LL.M.
Philippe G. Wenker, lic. iur., LL.M.
Markus Bamert

Kurt Naegeli, Dr. aur. ¹⁵ Elpida Tsecouras fisch Markus Ruffner, PD Dr. aur. Dr. aec

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Zürich, 16. März 2005 CWI/yen/x0550337.doc

Cadalbert: Fragrance Composition

Sehr geehrter Herr Garavagno

Bezugnehmend auf Ihr Schreiben vom 1. März 2005 sende ich Ihnen eine Kopie unseres Schreibens vom 9. Februar 2005, mit welchem unser Klient rechtswirksam und mit eingeschrlebenem Brief von der Abtretungserklärung vom 17. September 2002 zurückgetreten ist.

Zur Sicherung der Entschädigungsansprüche unseres Kllenten sind wir von diesem beauftragt worden, die für die nationale Phase Ihrer PCT Anmeldung zuständigen Behörden dahlingehend zu Informieren, dass die Givaudan SA zur Anmeldung der Erfindung nicht berechtigt ist. Zur Vermeidung allfälliger Missverständnisse ersuche ich Sie um Bestätigung der Richtigkeit der Informationen gemäss beiliegendem Schreiben an das Europäische Patentamt. Entsprechende Meldungen werden auch an die US-amerikanischen und mexikanischen Behörden erfolgen.

Mit freundlichen Grüssen

ed Endrass

Belladen: Erwähnt

im Anwaltsregister des Kantons Zürich eingetragen

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